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Title: **Nassau Regional Off-Track Betting Corporation and Professional, Clerical and Wagering Employees, Nassau Regional Off-Track Betting Corporation Unit, International Brotherhood of Teamsters (IBT), Teamsters Local 858 (2000)**

Employer Name: **Nassau Regional Off-Track Betting Corporation**

Union: **Professional, Clerical and Wagering Employees, Nassau Regional Off-Track Betting Corporation Unit, International Brotherhood of Teamsters (IBT)**

Local: **Teamsters 858**

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Nassau Regional Otb And Ibt Local
858 (Nassau Otb Unit)

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-OTB-

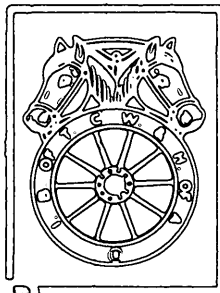
Collective Bargaining Agreement

January 1, 2000 through
December 31, 2002

Nassau Regional Off-Track Betting Corporation

&

Teamsters Local 858 Off-Track Betting,
Professional, Clerical and Wagering
Employees, Affiliated with the International
Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America.



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ARTICLE I - Section 1.

DEFINITIONS:

(a) TEAMSTERS LOCAL UNION 858 is recognized as the sole and exclusive bargaining agent and shall be hereafter referred to as the "Union".

(b) The NASSAU REGIONAL OFF-TRACK BETTING CORPORATION shall be referred to as "NOTB". "President", "Department Head", and "Branch Manager" refer to the individuals who occupy such positions at NOTB pursuant to the By-Laws or procedures of NOTB.

ARTICLE I - Section 2.

RECOGNITION: NEGOTIATING UNIT

The Nassau Regional Off-Track Betting Corporation recognizes the Union as the sole and exclusive Negotiating and Bargaining Agent during the term of this agreement for all personnel in the employ of Nassau Regional Off-Track Betting Corporation, except for the President, Executive Assistant to the President, Vice President of Corporate Affairs and Administration, Executive Director of Corporate Affairs and Administration, Executive Director of Public Relations and Advertising, Vice President of Operations, General Counsel, Deputy General Counsel, Comptroller, Deputy Comptroller, Treasurer, Executive Director of Labor and Facilities, Corporate Facilities Coordinator, Personnel Administrator, Human Resources Coordinator, Executive Director of Branch Operations, Assistant Executive Director of Branch Operations, Regional Director, Three (3) Field Operations Managers, Four (4) Exempt Secretaries, Data Communications Manager, Systems Analyst, Computer Programming Supervisor, Network Supervisor, Assistant Treasurer, Corporate Research Aide, and all other individuals occupying job titles ruled at any time to be managerial or confidential by a New York State Public Employment Relations Law or a Court of Law.

ARTICLE II - Section 1.

AGENCY SHOP:

(a) Employees have the right to join, not join, maintain or cancel their membership in the Union at any time. Neither NOTB nor the Union shall exert any pressure upon an employee to join or not join the Union.

(b) The Union is required to represent all employees in this bargaining unit fairly and equally.

(c) In accordance with Civil Service Law Section 208, NOTB agrees to deduct from the employees' salaries who are not members of the Union, (excluding managerial or confidential employees described in Article I, Section 2 of this agreement), an amount of money equal to the regular and usual dues that are paid by employees in the bargaining unit who are members of the Union. Such payments shall start thirty-one days after the commencement of employment.

ARTICLE II - Section 2.

DUES DEDUCTION: NOTB shall deduct from the wages of employees and remit to TEAMSTERS, LOCAL 858, Offtrack Betting Professional Clerical and Wagering Employees, 1670 Old Country Road, Plainview, New York 11803, regular membership dues, and agency shop fees and other authorized negotiated deductions for any employees who have signed the appropriate payroll deduction authorization permitting such deduction. NOTB agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent for employees in this unit.

ARTICLE II - Section 3.

EMPLOYEE LISTS: NOTB within thirty (30) days after the ratification of this contract by both the Union and the NOTB Board of Directors, will furnish the Union a complete list of names, home addresses, work locations (if assigned to a particular location), and position titles of present, newly hired, reinstated and transferred employees in the negotiating unit as well as a list of employees who terminated employment in the negotiating unit during the term of the contract, and a list of salaries by job title for employees in the negotiating unit. NOTB shall notify the Union of changes in the above lists on a regular basis. The principal officer of Local Union 858 shall be notified within three (3) working days of termination or resignation of any members of the negotiating unit. These lists shall only be used in connection with Union activities and may not be sold, distributed, reproduced, disclosed in any way or used by anyone except in connection with Union activities.

ARTICLE III

UNION RIGHTS: The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under, or pursuant to, the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this agreement; to designate its own representatives and to appear before any appropriate official of NOTB to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference restraining, coercion or

discrimination by NOTB or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate. There shall be no strike, slowdown, or concerted work stoppage, delay or slowdown, direct or indirect, by any employee; nor shall a Union officer, delegate or representative authorize, instigate or condone any such activity.

ARTICLE IV

MANAGEMENT RIGHTS: NOTB, a public benefit corporation of the State of New York, has been established in order to derive a reasonable revenue for government and to prevent and curb unlawful bookmaking and illegal wagering. NOTB reserves and retains all rights to manage, organize, schedule, implement and conduct its operations so that it may efficiently and economically achieve its purposes. NOTB shall have at all times all rights, implicit and explicit, to establish policies and procedures or to amend or supplement the same; to determine the standards and types of services to be offered and delivered in accordance with the needs of NOTB and in order to achieve its aims within a community, to set the standard of selection for employment; to regulate work schedules as to time, place and day; to hire, to promote, to suspend, to take disciplinary action, and to fire; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classifications and to otherwise take whatever actions are deemed necessary or proper in order to carry out its governmental mission, except as may be specifically set forth in this agreement.

ARTICLE V - Section 1.

RIGHTS TO MEMBERSHIP IN UNION: Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or NOTB.

ARTICLE V - Section 2.

ACTIVITY ON BEHALF OF UNION: Employees may join and take an active role in the activities of the Union, without fear of any kind of reprisals from NOTB or its agents.

ARTICLE V - Section 3.

EMPLOYEE RIGHTS: An employee may bring matters of personal concern to the attention of the appropriate NOTB representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that the Union must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

ARTICLE V - Section 4.

PERSONNEL AND EMPLOYEE RECORDS: Upon written request any employee shall be permitted to examine his own official Employment File and his own official Personnel File; however, only a reasonable number of examinations will be allowed.

(a) The Employment File shall contain all information concerning an individual's recruitment, employment history, job title, salary, residence, and other such material that is deemed appropriate by the Department Head. The Employment Files of all employees are to be kept centrally in the Executive Offices.

(b) The Personnel File shall contain the original or copy of information concerning an individual's performance which shall include but not be limited to documentation of disciplinary action, corrective action, and letters of commendation or reprimand. No such material shall be filed unless the employee is furnished with a copy. In addition, the Personnel File shall contain records of assigned duty locations, leave utilization, and an emergency notification record. Personnel files shall be kept at the employee's assigned work station, provided, however, managers and pool employees files may be kept in the Executive Offices.

(c) Whenever an employee has examined his or her Employment or Personnel File, he must acknowledge that he has read the material therein by affixing his signature and the date to each item within the file (with the understanding that such signature merely signifies that the employee has read the file and does not necessarily indicate agreement with its contents). The employee shall be notified of and shall have the right to answer any material inserted into the Personnel File, and his answer shall be attached to the file copy.

(d) NOTB will not remove any material from the folder prior to a disciplinary hearing and then use that material against an employee in a disciplinary hearing.

(e) The Union may represent the employee in connection with this paragraph.

ARTICLE V - Section 5.

CHIEF SHOP STEWARDS/SHOP STEWARDS: NOTB recognizes the right of the Union to designate Chief Shop Stewards, Shop Stewards and alternates. The three (3) duly elected Chief Shop Stewards shall not be transferred to another branch office without their consent. The authority of Chief Shop Stewards, Shop Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

(a) Stewards, after receiving authorization from their respective supervisors, shall be permitted a reasonable amount of leave with pay to investigate, present and process grievances. Leave with pay for handling grievances away from their normal work locations shall be governed by the provisions of ARTICLE XIV-Section 1 of this agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information

1. have been reduced to writing, or
2. if not reduced to writing, are of a routine nature and do not interfere with the normal operations of the work unit.

ARTICLE VI - Section 1.

NON-DISCRIMINATION:

(a) NOTB and the Union realize they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be a continuing policy of the employer and the Union to assure an equal opportunity in employment regardless of race, color, religion, age, national origin or sex.

(b) The term "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply equally to male and female employees.

ARTICLE VI - Section 2.

PROBATIONARY PERIOD:

(a) The probationary period for all newly hired full time employees shall be one (1) year of time actually worked for NOTB in full pay status commencing on date of hire.

(b) The probationary period for all newly hired part time employees shall be six (6) months of time actually worked for NOTB in full pay status commencing on date of hire.

(c) Upon each promotion or change in title an employee shall be required to experience an additional probationary period of six (6) months time actually worked for NOTB in full pay status commencing with completion of training for such new position.

ARTICLE VI - Section 3.

COPY OF AGREEMENT: NOTB shall provide all Union unit members in good standing with a copy of this contract within ninety (90) days after the same has been executed and ratified by both the Union membership and the NOTB Board of Directors.

ARTICLE VI - Section 4.

REPORTING TO HEADQUARTERS: Any employee who is directed to appear at Corporate Headquarters on a day in which he is not otherwise scheduled to work shall be compensated at his normal rate of pay for time actually spent at Corporate Headquarters provided, he shall receive a minimum of two (2) hours compensation for such time spent at Corporate Headquarters. Such time shall not constitute hours actually worked for purposes of determining overtime. Provided, however, time spent at headquarters at Managers' meetings shall constitute hours actually worked.

ARTICLE VI - Section 5.

MILEAGE: If official vehicles are not available and an employee is obliged to use his car, he shall be paid at the rate established by the IRS provided he obtains approval from his immediate supervisor. NOTB shall pay the employee for any and all tolls and parking fees when using his car for approved NOTB business. Mileage charts and allowances shall be established by the NOTB Comptroller.

ARTICLE VI - Section 6.

JURY DUTY AND LEAVE FOR MILITARY DUTY: (a) Jury duty shall be paid on the basis of the full-time or part-time employee's scheduled work hours missed as a result of said jury duty. Such duty shall not be charged against any leave time which has accrued. Also see, Article X, Section 3 (b).

(b) Employees shall have the benefits and protections afforded them under applicable State and Federal laws in relation to leave for military duty.

ARTICLE VI - Section 7.

ASSAULT-DEFENSE/LOST TIME DUE TO:

(a) NOTB agrees to provide legal counsel to defend any present or past employee who is sued or prosecuted in any legal action which arises out of a job related assault on any employee while in the course of employment with NOTB during the term of this agreement, provided however, such assault is not from a fellow employee, and further provided:

1. that at the time of the incident upon which the legal action is based, the employee was properly performing his job duties within the scope of his employment; and

2. such employee immediately notifies NOTB of such action and grants NOTB the right to control such defense, and

3. such employee fully cooperates with NOTB in such defense.

(b) In the case of an injury incurred while in the course of employment which is a direct result of an assault by a person (but not from another NOTB employee nor as a result of a motor vehicle accident), and the injury causes a loss of scheduled work hours, an employee in full pay status shall receive his regular pay for up to six (6) months, and such absence shall not be deducted from any sick leave. The NOTB President or his designee, after consulting with the Union, shall have the sole discretion as to whether or not such injury is a direct result of the aforesaid action.

ARTICLE VI - Section 8.

WEATHER EMERGENCIES: When the President of NOTB or, in his absence, his designated representative declares in writing that an emergency exists because adverse weather has impaired the use of available transportation facilities or for other reasons that affect the health and welfare of employees, and directs employees either not to report to work or leave work, such absence shall be deemed an absence with pay.

(a) Part-time employees who have reported to work prior to such declaration of a weather emergency shall have such time actually worked on that day, not exceeding four (4) hours, deemed payable at a premium rate of one and one-half (1 1/2) times their normal rate of pay.

(b) Full-time employees who have reported to work prior to such declaration shall have such time actually worked on that day deemed payable at a straight time rate.

ARTICLE VI - Section 9.

TRAINING: When an employee is requested by NOTB to attend any training program or course or school, for the benefit of NOTB, then NOTB shall pay the tuition or program expenses of the training. Any employee may submit specific requests for training, courses or schooling to his Department Head, to determine if NOTB will pay all or part of the requested training. All requests for training shall be discussed by NOTB with the Union. Any Branch Manager I who is assigned the training of new managers will be paid an additional salary of \$4.69 per hour spent in such training effective January 1, 2000, \$4.88 per hour effective January 1, 2001, and \$5.08 per hour effective January 1, 2002. Any Attendant who is assigned the training of new Attendants will be paid an additional salary of \$2.35 per hour spent in such training effective January 1, 2000, \$2.44 per hour effective January 1, 2001, and \$2.54 per hour effective January 1, 2002. Additional compensation for training shall be paid no later than the pay period following the pay period in which the training was done.

ARTICLE VI - Section 10.

WORK WEEK - FULL PAY STATUS:

(a) The work week shall begin on Sunday and end on Saturday.

(b) Full-time employees shall be scheduled to work a forty (40) hour week which shall consist of three 13-1/3 hour shifts, four 10 hour shifts or five 8 hour shifts provided, however, NOTB shall have the right to schedule such employees to work overtime, and further provided if a full-time employee is scheduled not to work on a premium pay day that he would be generally scheduled to work on, he must utilize leave hours for such day if he desires to be paid for forty (40) hours that week. NOTB shall endeavor to schedule overtime on a "volunteer first basis"; seniority shall apply in distributing overtime on a fair and equitable basis among the volunteers, when practicable.

(c) Full-time employees shall be entitled to a one (1) hour duty free meal period on each day they are scheduled to work six (6) or more hours.

(d) Notwithstanding anything else contained herein, full-time employees scheduled to work a thirteen and one-third (13-1/3) hour shift in a branch shall be entitled to a one and one-third (1-1/3) hour meal break. Said employees hereby agree to take such meal break at the start of such shift.

(e) Notwithstanding anything else contained herein, full-time employees scheduled to work a shift of six (6) or more hours in a branch on a Sunday, hereby agree to take their meal break at the start of such shift.

(f) Full-time employees scheduled to work an overtime shift of four (4) or more hours immediately following a regular shift of eight (8) or more hours will be entitled to a meal break of one-half (1/2) hour included in each four (4) hour overtime shift as scheduled.

(g) NOTB will continue its policy of offering part time cashiers on each scheduled shift, if feasible, breaks as follows:

1. one fifteen (15) minute break for part-time cashiers scheduled to work a three to five hour shift;

2. one twenty (20) minute break for part time cashiers scheduled to work a five to seven hour shift;

3. two fifteen (15) minute breaks and one twenty (20) minute break for part-time cashiers scheduled to work a shift of over seven hours. It shall be the responsibility of the supervisors/managers to give such breaks.

(h) An employee shall be in full pay status for any work week when he has actually worked all scheduled hours assigned to him by NOTB within the work week or has taken a properly authorized absence pursuant to the terms of this agreement for those scheduled hours that he has not actually worked.

(i) Appointment to a position pursuant to the procedures of the Civil Service Commission of Nassau County and/or NOTB is required to attain applicable employee benefits.

(j) No full-time manager shall be scheduled to work on two consecutive Saturdays without his permission.

(k) Managers scheduled to work a ten (10) hour day for branches open for nine (9) hours or less are to take lunch at the start of the shift. Managers scheduled to work a 13 1/3 hour day for branches open more than nine (9) hours are to take lunch at the start of the shift. Managers scheduled for an eight (8) hour shift are to take their lunch at the start of the shift. Eight (8) hour night shifts are to be worked first on a volunteer basis and then by reverse seniority.

(l) Part-time shift managers scheduled for a shift of eight hours or more shall be entitled to a one (1) hour duty free meal period to be taken at the start of their shift; and, part-time shift managers scheduled for a shift of twelve hours or more shall be entitled to a one and one-half (1 1/2) hour duty free meal period to be taken at the start of their shift.

(m) No part-time shift manager shall work more than 32 hours per week, provided, however, NOTB may, at its option, schedule a part-time shift manager to work more than 32 hours per week for any 14 weeks during a calendar year. Such weeks need not be consecutive. The 8 most senior part-time shift managers shall rotate to receive one Saturday off per month.

ARTICLE VI - Section 11.

MINIMUM SCHEDULING: Part-time cashiers assigned to a specific branch shall not be scheduled to work shifts less than four and one-half (4 1/2) hours without their consent. Part-time cashiers assigned to the pool, who have completed their probationary period shall not be scheduled to work a shift less than four and one-half (4 1/2) hours without their consent. Part-time attendants who have completed their probationary period shall not be scheduled to work a shift less than four hours without their consent. Part-time custodians who have completed their probationary period shall not be scheduled to work a shift less than three hours without their consent. All part-time cashiers hired prior to January 1, 1992 will be guaranteed a minimum of eighteen (18) hours work per week, subject to the following terms and conditions:

(a) In the event the entire NOTB operating system is closed for any period, including part of a full day, because of unforeseen circumstances beyond the control of NOTB (e.g. a strike at a major New York track or a power outage), the said guarantee of eighteen (18) hours shall not apply for the week during which such closing took place, nor for any subsequent weeks during which such closing continues. In that event, work during the period of the closing will be redistributed as follows:

1. NOTB will solicit employee volunteers who may choose not to work during part or all of the period of closing. Such employee volunteers shall not be paid during their absence; nor will they be charged with leave time. They will continue to accrue seniority.

2. NOTB will endeavor to provide all remaining part-time cashiers (hired prior to January 1, 1992) with eighteen (18) hours work during each week of the period of closing. In the event this cannot be accomplished, NOTB will endeavor to provide all such cashiers with four (4) shifts of four (4) hours each per week.

3. Should NOTB be unable to provide sufficient four (4) hour shifts as aforesaid, those four (4) hour shifts available will be assigned on the basis of seniority.

(b) In the event a part-time cashier (hired prior to January 1, 1992) has a regularly scheduled shift shortened (e.g. because a track finished a card early), or canceled because of an unanticipated closing of an individual branch, NOTB will endeavor to reschedule such cashier in his branch to enable the cashier to work eighteen (18) hours during that week; provided, however, that if a branch is closed for more than one day, NOTB may reschedule the cashier at another branch. Should NOTB fail to reschedule as aforesaid, the cashier will be paid for eighteen (18) hours that week.

(c) All part-time shift managers will be guaranteed a minimum of eighteen (18) hours work per week, provided, however, that in the event the entire NOTB operating system is closed for any period, including part of a full day, because of unforeseen circumstances beyond the control of NOTB (e.g. a strike at a major New York track or a power outage), the said guarantee of eighteen (18) hours shall not apply for the week during which such closing took place, nor for any subsequent weeks during which such closing continues. However, NOTB will endeavor to reschedule part-time shift managers so that they may work eighteen (18) hours as aforesaid, if possible.

ARTICLE VI - Section 12.

RESCHEDULING OF SHIFTS AFTER EMPLOYEE HAS REPORTED:

(a) Part-time branch employees who report to the branch to work a shift as previously scheduled by NOTB (and who have not been previously informed that such shift has been rescheduled) shall at the discretion of NOTB, be either

1. allowed to work a minimum of two (2) hours on that day, or
2. be paid by NOTB an amount equal to that for two (2) hours work even though they work less than two (2) hours at the rate of pay for that day.

(b) In the event a part-time cashier or part-time attendant has started to work his shift, the employee will receive a minimum of four (4) hours pay for his shift. In the event a part-time custodian has started to work his shift he will receive a minimum of three (3) hours pay for his shift.

(c) Full-time branch employees who report to a branch to work a scheduled shift (where such employees have not been previously informed that they have been rescheduled not to work such shift) shall be paid for all the hours they were scheduled to work.

ARTICLE VI - Section 13.

CASHIER SCHEDULING: Once a year approximately in March NOTB will, in each branch, permit cashiers to select shifts for the following year by seniority. Each Branch Manager will post a block of shifts for a week. In the order of seniority each cashier will select shifts as follows:

(a) Saturday shifts will be chosen first. In the order of seniority each cashier will select a desired shift, or decline to work on Saturday. In the event branch needs are not met by the selection process, the most junior cashiers will be obliged to select shifts in the order of seniority until branch needs are met. (e.g. there are five shifts and ten cashiers—if only one of the six most senior cashiers selected a shift, the remaining four cashiers would be obligated to select one of the remaining shifts.) The selection process will cease when all available shifts have been selected.

(b) Sunday shifts shall be chosen in the same manner as Saturday shifts. In the order of seniority each cashier will select a desired shift, or decline to work on Sunday. In the event branch needs are not met by the selection process, the most junior cashiers will be obliged to select shifts in order of seniority until branch needs are met. The selection process will cease when all available shifts have been selected.

(c) In order of seniority each cashier will then select one desired shift for Monday through Friday. After all cashiers have selected once, they will select again in the order of seniority. This process will continue until all cashiers (including those who declined shifts on a Saturday and/or Sunday) have selected four shifts. It is understood and agreed that in order to avoid possible scheduling difficulties (such as a cashier being scheduled for two shifts on a single day), the Branch Manager can override the fourth shift picked by any cashier and may assign such fourth shift.

(d) Should a cashier retire or cease employment with NOTB for any other reason, the cashier's replacement shall assume the cashier's schedule.

(e) In the event more than one schedule is required in a branch because of changes in operating hours, a second selection process, conducted as described in paragraphs (a), (b) and (c) of this section, will take place. In such cases, the least senior employees will not take part in the selection process if there is no need for them and they will be temporarily assigned to the pool.

(f) Cashier schedules may be adjusted by up to two (2) hours to accommodate racing changes.

(g) Cashiers will not be regularly scheduled to work more than four shifts per week without their permission. In the event NOTB is required to schedule for more than four shifts and such shifts cannot be filled by volunteers, NOTB may assign up to five extra shifts per cashier in a calendar year.

ARTICLE VI - Section 14.

MANAGER TRANSFERS: Once each year, Managers will be given the opportunity to select three branches in which they prefer to be assigned. Each of these three locations will be considered equal in terms of preference. The selection process will be done in order of seniority in title, but management will reserve the right to assign the employee to any one of these locations if there is an opening. If a manager's original three picks are filled by someone more senior than that manager, the manager will pick three more branches if they are available. Management has agreed to keep permanent these assignments for a minimum of one year.

ARTICLE VI - Section 15.

PROMOTIONS: All qualified employees shall be eligible for promotion. NOTB agrees to post all promotional job opportunities in order to provide current employees with an opportunity to apply for any such vacancies or new positions. The Union will be supplied with a list of all of its unit members who apply for a position. Both the Union and all individuals that apply for a position will be notified if and when a position is filled, provided, however, such notification may be done by posting. The period of posting shall be contained therein. A posting may continue for up to six (6) months, and may be renewed for additional like periods. If there is a difference in the training salary and the normal salary for a specific position, the length of the training period and the training salary shall be included in the job posting. All promotions and official title changes will be effective at the conclusion of the training period.

ARTICLE VI - Section 16.

TRAINING PERIODS:

(a) The initial period for full-time employees except branch management personnel shall not exceed two (2) months of actual training.

(b) The initial training period for part-time employees shall not exceed one (1) month of actual training.

(c) Notwithstanding the above, the initial training period for branch management and communications personnel shall not exceed four (4) months of actual training.

ARTICLE VI - Section 17.

SALE OF MERCHANDISE: A cashier shall not be required to sell retail merchandise without the approval of both the cashier and the Union, unless NOTB provides an accounting function in the ticket issuing machine for such sale similar to that presently provided for Telephone Deposits.

ARTICLE VI - Section 18.

JOB DESCRIPTIONS: Job descriptions and the current cash discrepancy procedure (while not printed in this agreement) are hereby made a part of this agreement and are subject to the grievance procedure.

ARTICLE VI - Section 19.

OUT OF TITLE WORK: If an employee is required by NOTB to perform work, not within his own job title description but within the job description of another job title for which NOTB pays a higher rate of compensation, for a consecutive period of more than one (1) week, then NOTB shall compensate the employee for that period in which he actually performs such work at the rate of compensation for the higher job title.

ARTICLE VI - Section 20.

TEMPORARY EMPLOYMENT: No person in a temporary job title shall be employed for a period of time (i) exceeding twelve (12) weeks, where the period of employment is during the months June through September; or (ii) exceeding ten (10) weeks during any other time of the year; nor shall an individual be appointed to a temporary job title with NOTB who has held a temporary job title with NOTB within the three (3) month period of time immediately preceding such appointment. Temporary employees shall receive the regular rate of pay specified in the Agreement.

ARTICLE VI - Section 21.

UNIFORMS:

(a) All full time employees working on the maintenance crew shall be supplied by NOTB with work uniforms consisting of five (5) shirts, five (5) pants, one (1) sweatshirt, one (1) winter coat, one (1) pair safety shoes, and one (1) set of rain gear.

(b) All full-time attendants shall be supplied by NOTB with uniforms consisting of: five (5) shirts, two (2) ties, and one (1) sweater. All part-time attendants shall be supplied by NOTB with three (3) shirts, one (1) tie, and one (1) sweater.

(c) All full-time couriers and all night drivers shall be supplied by NOTB with clothing consisting of: One (1) lightweight jacket, one (1) winter coat, and one (1) set of rubber boots.

(d) Custodians shall be provided with work uniforms.

(e) The individuals supplied with the above items shall be fully responsible for their maintenance and upkeep provided, however, NOTB will replace articles when necessary due to ordinary wear and tear.

(f) The above items shall only be worn in conjunction with NOTB work and shall be returned to NOTB prior to termination of employment with NOTB.

ARTICLE VI - Section 22.

NOTICE OF SCHEDULING: NOTB shall endeavor whenever possible to give employees, except pool personnel, seventy two (72) hours notice of scheduling. NOTB shall not discriminate in the scheduling of employees based solely on the employees hourly pay rate.

ARTICLE VI - Section 23.

SECURITY: At no time may an employee be scheduled to open, operate or close a branch by himself excluding maintenance personnel.

ARTICLE VII - Section 1.

REPORTING ABSENCES:

(a) Corporate Headquarters: Employees are required to report to duty at their scheduled time. If an employee is unable to do so, he must immediately call to advise his Department Head or Supervisor.

(b) Branch offices: Employees shall report for work at their scheduled time. If an employee is unable to do so, he must immediately notify his immediate Supervisor. Notification must be (1) at least one-half (1/2) hour in advance for individuals scheduled to start work before 9:30 a.m.; (2) by 9:00 a.m. for individuals scheduled to start work between 9:30 a.m. and 1:00 p.m. and (3) at least four (4) hours in advance for all other employees. Notwithstanding this, all employees must always notify their immediate Supervisor as far in advance of their scheduled work shift as possible.

(c) Exceptions to the charging of unauthorized absences for failure to notify during the above prescribed periods will be made in extenuating circumstances (i.e., accidents, emergency treatment, sudden illness) provided they are documented by a medical report if NOTB so requests.

ARTICLE VII - Section 2.

RECORD KEEPING: The Branch Manager or Department Head will document and file all information, as required by NOTB concerning an employee's absence.

ARTICLE VII - Section 3.

UNAUTHORIZED ABSENCES: Any absence not authorized by the appropriate Department Head or Branch Manager, or designated representative, shall be considered an unexcused absence and may subject an employee to disciplinary action. An employee's paycheck shall be docked for the period of time of the unauthorized absence, but no paycheck shall be docked or withheld, nor shall an employee be otherwise penalized, until an investigation into the circumstances of the unauthorized absence by the employee's Department Head or his authorized representative is completed. Deductions may be made from the employee's paycheck in a pay period subsequent to the pay period during which such absence occurred, if the employee's unauthorized absence has not been recorded, or if the aforesaid investigation has not been completed until after the close of the time for preparing payroll for the payroll period during which the unauthorized absence took place.

ARTICLE VII - Section 4.

LEAVES OF ABSENCES: A leave of absence without pay may be granted for such duration as is deemed proper by NOTB provided the approval of the NOTB President or his designated representative has been obtained in writing. An employee on such leave may remain in the medical and dental plans provided he pays all premiums covering such plans during the leave of absence period. If the leave of absence is thirty (30) days or less, the employee shall be reassigned to his previous job assignment and location immediately upon return. Any employee who is granted a leave of absence other than a medical leave of absence for a total period of more than (30) days within one year, shall be assigned to the pool immediately upon his return. Any employee on a medical leave of absence for one hundred twenty (120) days or less will be reassigned to his previous job assignment and location immediately upon return. It is understood that a medical leave of absence is one taken because of the illness or injury of the employee as per the collective bargaining agreement. Any employee with four (4) years or more actual service with NOTB on a medical leave of absence of one (1) year or less, will be reassigned to his previous job assignment and location immediately upon his return; and such employee will continue to accrue time in service with NOTB for purposes of seniority. Such accrual will terminate once the medical leave of absence exceeds one (1) year. Raises granted pursuant to this contract that occur during or within one (1) year after a leave of absence by an employee, shall be delayed for a time period equal to that of the leave of absence provided such leave was not requested for medical reasons or the leave of absence is for thirty (30) days or less. Insofar as this section pertains to employee seniority, it shall be deemed retroactive to January 1, 1996.

ARTICLE VII - Section 5.

DEATH IN IMMEDIATE FAMILY: All employees shall be granted three (3) days bereavement for death in the immediate family which can only be taken on three (3) days immediately subsequent to such death. However, if Sunday falls within the normal three(3) day bereavement period, the employee shall be granted one (1) additional day. Immediate family shall be defined as Parents and Grandparents, Spouses and Children, Brothers and Sisters, Mothers and Fathers-in-law, Grandchildren, Foster Children, Step Parents, and Sons or Daughters-in-law. All employees shall be granted one (1) day bereavement for the death of an Aunt or Uncle, and Brother or Sister-in-law. Further, Management will consider requests on an individual basis, for other family members especially close to the employee. If an employee is scheduled to work on any of these bereavement days, he shall receive his usual pay for his scheduled time.

ARTICLE VII - Section 6.

MATERNITY/ADOPTION LEAVE: Upon written request, female full time and part-time employees who have completed their probationary term shall be granted a maternity leave without pay which shall not exceed nine (9) months. NOTB shall reinstate the employees in their previous position and location upon the end of maternity leave provided that one (1) month written notice to NOTB has been given by such employees of their intention to return to NOTB. Any employee who has taken maternity leave pursuant to this section will continue to accrue time in service with NOTB for purposes of seniority. An employee may take leave without pay of up to 30 days in the event the employee is adopting a child.

ARTICLE VIII - Section 1.

SICK LEAVE:

(a) Full-time employees: Sick leave for full-time employees shall only be used for personal illness of the employee. It shall accrue at the rate of four (4) hours per completed payroll period after completion of training during which the full-time employee actually worked in full pay status. After one year of employment, the employee shall receive sick leave retroactive to the first day of training at the rate defined in this subsection. While a full-time employee is in the active employment of NOTB, sick leave may be accumulated to a maximum of One Thousand Eight Hundred Seventy Two (1872) hours. If a full time employee is not in full pay status, then credit for sick time cannot be earned. Sick leave may only be taken in a minimum unit of one (1) hour or more.

(b) Part-time shift managers: Sick leave for part-time shift managers shall only be used for personal illness of the employee. It shall accrue for each completed payroll period after completion of training during which the part-time shift manager has actually worked in full pay status. After one year of employment, the employee shall receive sick leave retroactive to the first day of training at the rate defined in this subsection. This accrual will occur at a rate equal to a fraction, the numerator of which is the sum of the number of hours the part-time shift manager has actually worked during the payroll period plus the number of hours of sick leave or leave time used during the payroll period, and the denominator of which is eighty (80), which fraction is multiplied by four (4) hours (e.g. if a part-time Shift Manager works 40 hours during a pay period, he would accrue 2 hours of sick leave). In no event may a part-time shift manager accrue more than four (4) hours sick leave during any pay period. While a part-time shift manager is in the active employment of NOTB, sick leave may be accumulated to a maximum of Nine Hundred Sixty Seven (967) hours. Sick leave may only be taken in a minimum unit of one (1) hour or more.

(c) Part-time employees (other than those covered in Article VIII, section 1 (b)): Sick leave for part-time employees shall only be used for personal illness of the employees. It shall accrue at the rate of one and four tenths (1.4) hours per completed payroll period after completion of training during which the part-time employee actually works his scheduled shifts in full pay status. After one year of employment, the employee shall receive sick leave retroactive to the first day of training at the rate defined in this subsection. Sick leave shall accrue for time spent on properly authorized sick leave or leave time. While a part-time employee is in active employment of NOTB, sick leave may be accumulated to a maximum of Four Hundred Sixty Three (463) hours. Sick leave may only be taken in a minimum unit of one (1) hour or more.

(d) An employee may only use sick leave for those hours during which he was otherwise scheduled to work.

ARTICLE VIII - Section 2.

DOCUMENTATION OF ILLNESS: If any employee is absent for more than two (2) consecutive days, NOTB may require a physician's note to substantiate at any time, the illness and in the case of the habitual use of sick time, NOTB may require an employee to furnish a physician's note to substantiate at any time, the illness. If any employee is absent for more than fourteen (14) consecutive calendar days, NOTB may require that a physician chosen and paid for by NOTB examine the employee in order to substantiate the illness.

ARTICLE VIII - Section 3.

CONCURRENT COVERAGE: An employee may utilize sick leave at the same time he is receiving payments from Workers' Compensation and/or Disability Insurance provided that to the extent the sum of gross salary from NOTB, Workers' Compensation and Disability Insurance received by the employee for any pay period exceeds the employee's normal gross salary, such monies shall be turned over to NOTB. Further, NOTB, at its option, may receive direct payment of such monies from the respective insurance companies.

ARTICLE VIII - Section 4.

LEAVE TIME and SERVICE AWARDS:

(a) Full-time employees:

1. During the term of this agreement, full-time employees hired on or before December 31, 1985 shall accrue leave time at the rate of nine (9) hours of leave time for each completed payroll period after completion of training during which the full-time employee has actually worked in full pay status. Full-time employees hired subsequent to December 31, 1985 shall accrue leave time at the rate of eight (8) hours of leave time for each completed payroll period after completion of training during which such employee has actually worked in full pay status. After the completion of one year of employment, the employee shall receive leave time retroactive to the first day of training.

2. Once a year, on their anniversary date of appointment to a full-time position with NOTB, full-time employees shall be credited with a service award at a rate of eight (8) hours for each year of actually completed service in a full-time position with NOTB plus four (4) hours for each year of actually completed service in a part-time position with NOTB to a maximum of sixty-four hours. On their anniversary date immediately following the one on which the said 64 hour maximum was obtained, full-time employees will be credited with an additional one (1) hour service award. On each succeeding anniversary date such employee will be credited with an additional one (1) hour service award, provided, however, that in no event shall any employee receive a service award for more than Eighty (80) hours on any one anniversary date pursuant to this subsection. For the purpose of this subsection, a year of actually completed service in a full-time position with NOTB shall be deemed to include actual completed, uninterrupted full-time service with another public benefit corporation, or New York State municipality, or the State of New York immediately prior to joining NOTB.

3. Full-time employees may accumulate leave time to a maximum of two hundred ninety-six (296) hours.

4. Once a year, on the anniversary date of his appointment to a full-time position with NOTB, each full-time employee may sell back all of his accumulated leave time exceeding one hundred sixty (160) hours to NOTB at the hourly rate at which he is then paid by NOTB.

(b) Part-time Shift Managers:

1. Part-time Shift Managers shall accrue leave time for each completed payroll period after completion of training during which the part-time Shift Manager has actually worked in full pay status. After the completion of one year of employment, the employee shall receive leave time retroactive to the first day of training. This accrual will occur at a rate equal to a fraction, the numerator of which is the sum of the number of hours the part-time Shift Manager has actually worked during the payroll period plus the number of hours of sick leave or leave time used during the payroll period, and the denominator of which is eighty (80), which fraction is multiplied by nine (9) hours in the case of employees hired on or before December 31, 1985, and is multiplied by eight (8) hours in the case of employees hired subsequent to December 31, 1985 (e.g. if a part-time Shift Manager hired on or before December 31, 1985 works 40 hours during a pay period, he would accrue 4.5 hours of leave time). In no event may a part-time Shift Manager accrue more than nine (9) hours leave time per pay period in the case of employees who were hired by NOTB on or before December 31, 1985, or more than eight (8) hours leave time per pay period in the case of employees who were hired by NOTB subsequent to December 31, 1985.

2. Once a year, on the anniversary date of his appointment to a position with NOTB, each part-time Shift Manager may sell back all of his accumulated leave time exceeding 80 hours to NOTB at the hourly rate at which he is then paid by NOTB.

3. Part-time Shift Managers may accumulate leave time to a maximum of one hundred forty-eight (148) hours.

4. Service awards shall be credited to part-time Shift Managers on the anniversary date of their appointment to a position with NOTB, in accordance with the provisions of subsection (c) 4. of this section.

(c) Part-time employees other than part-time Shift Managers:

1. Part-time employees other than part-time Shift Managers shall accrue leave time for each completed payroll period after completion of training during which the part-time employee has actually worked in full pay status. After the completion of one year of employment, the employee shall receive leave time retroactive to the first day of training. This accrual will occur at a rate equal to the sum of the number of hours the part-time employee has actually worked dur-

ing the payroll period plus the number of hours of proper sick leave or leave time the part-time employee has used during the payroll period, the total of which is then divided by eighteen (18). Notwithstanding this, every part-time employee that actually works in full pay status within a payroll period will accrue a minimum of one (1) hour leave time for the payroll period.

2. Once a year, on the anniversary date of his appointment to a part-time position with NOTB, each part-time employee may sell back all of his accumulated leave time exceeding 72 hours to NOTB at the hourly rate which is then paid by NOTB.

3. Part-time employees may accumulate leave time to a maximum of one hundred two (102) hours.

4. Upon the part-time employee's anniversary date of completion of three (3) or more years active service with NOTB either in a part time or full time capacity, the part-time employee shall be credited with a service award as follows:

ANNIVERSARY NUMBER	SERVICE AWARD	ANNIVERSARY NUMBER	SERVICE AWARD
3	4 1/2	16	21 1/2
4	5 1/2	17	22 1/2
5	6 1/2	18	23 1/2
6	7 1/2	19	24 1/2
7	8 1/2	20	25 1/2
8	9 1/2	21	26 1/2
9	10 1/2	22	27 1/2
10	11 1/2	23	28 1/2
11	12 1/2	24	29 1/2
12	13 1/2	25	30 1/2
13	14 1/2	26	31 1/2
14	15 1/2	27	32 1/2
15	16 1/2	28	33 1/2

5. On or about March 15th of each year each cashier will be credited with one (1) additional hour of leave time.

(d) Employees may only use their time in a minimum unit of one (1) hour or more.

(e) Employees may only use leave time for those hours during which they were otherwise scheduled to work by NOTB.

ARTICLE VIII - Section 5.

LEAVE NOTICES: An employee must provide his department head or branch manager with forty-eight (48) hours written notice for each day in his leave request, in advance of his desire to take his leave time which shall be granted in accordance with the scheduling needs of NOTB; provided, however, an employee must only provide twenty-four (24) hours notice when requesting leave of one (1) day or less. Employees shall not be required to state a reason when requesting leave time of one (1) day or less. Further, exceptions to this will be granted under the circumstances described in Article VII, Section 1 (c). NOTB will advise the employee if such leave time has been granted within seventy-two (72) hours of receipt of such request.

ARTICLE VIII - Section 6.

MANAGER / TECH CONTROL VACATIONS

(a) The following categories of employees will select their vacations within their individual categories: (1) all managers, (2) all communications aides, all assistant data communications managers and the communications coordinator (e.g. managers shall select among themselves and not in combination with communications aides or assistant data communications managers/communications coordinator). Twice each year, on or about March 15th and September 15th, those categories of employees referred to herein shall, in the order of seniority, select those blocks of weeks (40 scheduled hours shall constitute a week for purposes of this section) in which they desire to take leave time during the ensuing five (5) to seven (7) month period, which period is to be determined by NOTB (after consultation with the Union) with reference to the dates of holidays during such period. Blocks of weeks chosen can, but need not, be taken concurrently. In no event shall such selection be for a portion of a week; and, it must be reasonably anticipated that the employee selecting a particular week or weeks shall have accrued sufficient leave time to cover the week or weeks selected as of the commencement of his leave. In the event an employee shall not have sufficient leave time to cover a previously selected leave period, each week of his leave which cannot be fully covered will be canceled. Should a cancellation of such leave time occur, for any reason (whether through a voluntary or involuntary

cancellation), the period so canceled will become available for selection by seniority by the two alternates, if any, who picked such canceled week. An alternate is an employee who chooses a weeks vacation that is unavailable to him at the time he chooses it.

(b) In addition to the semi-annual selection of blocks of weeks, described herein, the categories of employees set forth in subsection (a) will have the opportunity four times a year to request (1) additional weeks vacation, and (2) individual days. Such requests will be granted in the order of seniority.

(c) Leave time requests may be made by the categories of employees set forth in subsection (a) at any time, provided, however, that such additional requests which are not made on the semi-annual or quarterly bases described herein may not be for any period which has not yet been offered. Such requests are dependent upon the availability of replacement personnel, and will be evaluated on a first-come, first-served basis. In the event NOTB determines that no replacement personnel are available an employee may propose a switch with another employee. However, NOTB shall have absolute discretion in approving or disapproving such proposed switch.

(d) Cancellations of one week or more leave time must be made no less than four (4) weeks before the first day of the scheduled leave time. Cancellations of leave time for one day must be made no less than one (1) week before the scheduled leave time. Cancellation notifications must be made during the normal business hours of the NOTB Operations Department (Monday through Friday, 9 a.m. to 5 p.m.), and will not be accepted on weekends or premium pay days (as defined in Article IX, Section 1(a) of this collective bargaining agreement). Cancellations of leave time due to documented illness will be considered on an individual basis.

ARTICLE VIII - Section 7.

ACCUMULATION OF SICK LEAVE AND LEAVE TIME FOR TERMINATION PURPOSES:

(a) Leave time: Unless terminated for reason of theft or misappropriation of funds, an NOTB employee shall receive One Hundred Percent (100%) of his accumulated leave time upon termination of employment.

(b) Sick leave:

1. Full-time employees: Unless terminated for reason of theft or misappropriation of funds, a Full-time NOTB employee shall be paid for a percentage of accumulated sick leave upon termination of employment, which percentage may be determined by reference to the following table:

SICK LEAVE BALANCE IN HOURS		YEARS IN THE N.Y.S. EMPLOYEES RETIREMENT SYSTEM (OR YEARS OF SERVICE WITH NOTB IF GREATER) AT TIME OF TERMINATION			
GREATER THAN	AND NOT IN EXCESS OF	GREATER THAN 0 YEARS AND NOT IN EXCESS OF 10 YEARS	GREATER THAN 10 YEARS AND NOT IN EXCESS OF 15 YEARS	GREATER THAN 15 YEARS AND NOT IN EXCESS OF 20 YEARS	GREATER THAN 20 YEARS
0	104	25.0%	33.0%	38.0%	43.0%
104	208	25.0%	33.5%	38.5%	43.5%
208	312	25.0%	34.0%	39.0%	44.0%
312	416	25.0%	34.5%	39.5%	44.5%
416	520	25.0%	35.0%	40.0%	45.0%
520	624	25.0%	35.5%	40.5%	45.5%
624	728	25.0%	36.0%	41.0%	46.0%
728	832	25.0%	36.5%	41.5%	46.5%
832	936	25.0%	37.0%	42.0%	47.0%
936	1040	25.0%	37.5%	42.5%	47.5%
1040	1144	25.0%	38.0%	43.0%	48.0%
1144	1248	25.0%	38.5%	43.5%	48.5%
1248	1352	25.0%	39.0%	44.0%	49.0%
1352	1456	25.0%	39.5%	44.5%	49.5%
1456	1560	25.0%	40.0%	45.0%	50.0%
1560	1664	25.0%	40.5%	45.5%	50.5%
1664	1768	25.0%	41.0%	46.0%	51.0%
1768	1872	25.0%	41.5%	46.5%	51.5%

2. Part-time employees other than part-time Shift Managers: Unless terminated for reason of theft or misappropriation of funds, a part-time employee other than a part-time Shift Manager shall be paid for a percentage of accumulated sick leave upon termination of employment, which percentage may be determined by reference to the following table:

SICK LEAVE BALANCE IN HOURS		YEARS IN THE N.Y.S. EMPLOYEES RETIREMENT SYSTEM (OR YEARS OF SERVICE WITH NOTB IF GREATER) AT TIME OF TERMINATION			
GREATER THAN	AND NOT IN EXCESS OF	GREATER THAN 0 YEARS AND NOT IN EXCESS OF 10 YEARS	GREATER THAN 10 YEARS AND NOT IN EXCESS OF 15 YEARS	GREATER THAN 15 YEARS AND NOT IN EXCESS OF 20 YEARS	GREATER THAN 20 YEARS
0	24	25.0%	33.0%	38.0%	43.0%
24	47	25.0%	33.5%	38.5%	43.5%
47	71	25.0%	34.0%	39.0%	44.0%
71	94	25.0%	34.5%	39.5%	44.5%
94	118	25.0%	35.0%	40.0%	45.0%
118	142	25.0%	35.5%	40.5%	45.5%
142	165	25.0%	36.0%	41.0%	46.0%
165	189	25.0%	36.5%	41.5%	46.5%
189	212	25.0%	37.0%	42.0%	47.0%
212	236	25.0%	37.5%	42.5%	47.5%
236	260	25.0%	38.0%	43.0%	48.0%
260	283	25.0%	38.5%	43.5%	48.5%
283	307	25.0%	39.0%	44.0%	49.0%
307	330	25.0%	39.5%	44.5%	49.5%
330	354	25.0%	40.0%	45.0%	50.0%
354	390	25.0%	40.5%	45.5%	50.5%
390	426	25.0%	41.0%	46.0%	51.0%
426	462	25.0%	41.5%	46.5%	51.5%

3. Part-time Shift Managers: Unless terminated for reason of theft or misappropriation of funds, a part-time Shift Manager shall be paid for a percentage of accumulated sick leave upon termination of employment, which percentage may be determined by reference to the following table:

SICK LEAVE BALANCE IN HOURS		YEARS IN THE N.Y.S. EMPLOYEES RETIREMENT SYSTEM (OR YEARS OF SERVICE WITH NOTB IF GREATER) AT TIME OF TERMINATION			
GREATER THAN	AND NOT IN EXCESS OF	GREATER THAN 0 YEARS AND NOT IN EXCESS OF 10 YEARS	GREATER THAN 10 YEARS AND NOT IN EXCESS OF 15 YEARS	GREATER THAN 15 YEARS AND NOT IN EXCESS OF 20 YEARS	GREATER THAN 20 YEARS
0	52	25.0%	33.0%	38.0%	43.0%
52	104	25.0%	33.5%	38.5%	43.5%
104	156	25.0%	34.0%	39.0%	44.0%
156	208	25.0%	34.5%	39.5%	44.5%
208	260	25.0%	35.0%	40.0%	45.0%
260	312	25.0%	35.5%	40.5%	45.5%
312	364	25.0%	36.0%	41.0%	46.0%
364	416	25.0%	36.5%	41.5%	46.5%
416	468	25.0%	37.0%	42.0%	47.0%
468	520	25.0%	37.5%	42.5%	47.5%
520	572	25.0%	38.0%	43.0%	48.0%
572	624	25.0%	38.5%	43.5%	48.5%
624	676	25.0%	39.0%	44.0%	49.0%
676	728	25.0%	39.5%	44.5%	49.5%
728	780	25.0%	40.0%	45.0%	50.0%
780	832	25.0%	40.5%	45.5%	50.5%
832	884	25.0%	41.0%	46.0%	51.0%
884	936	25.0%	41.5%	46.5%	51.5%

4. The percentages exhibited in the tables contained in this section shall be increased by one percent (1%) for each full year of service credit in the New York State Employees Retirement System (or for each full year of service with NOTB if that number is greater) as of the date of termination. For example, a full-time NOTB employee with eleven years of service credit in the New York State Employees Retirement System and a balance of 1,000 sick leave hours would increase the 37.5% shown in the table by 11%, for a total percentage of 48.5%.

5. A Full-time employee who becomes a part-time employee other than a part-time Shift Manager will be paid for that portion of the employee's accumu-

lated sick leave which is in excess of 354 hours at the conclusion of the employee's training or probationary period, whichever is later, using the table contained in subsection (b)1, herein. For purposes of determining the percentage to apply, the total number of accumulated hours will be used even though only that amount in excess of 354 will have the percentage applied to it.

6. A Full-time employee who becomes a part-time Shift Manager will be paid for that portion of the employee's accumulated sick leave which is in excess of 780 hours at the conclusion of the employee's training or probationary period, whichever is later, using the table contained in subsection (b) 1, herein. For purposes of determining the percentage to apply, the total number of accumulated hours will be used even though only that amount in excess of 780 will have the percentage applied to it.

7. A part-time employee who becomes a Full-time employee will carry all accumulated hours over.

ARTICLE VIII - Section 8.

VACATION PRE-PAYMENT: Where an employee is taking authorized leave of one week or more, NOTB shall prepay such leave time if the employee desires provided the NOTB Comptroller is given at least two (2) weeks notice of the employee's decision for such prepayment.

ARTICLE IX - Section 1.

PREMIUM PAY DAYS:

(a) Full-time employees and part-time shift managers: Full time employees and part-time Shift Managers shall receive premium pay for working on the following days during the term of this agreement: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Election Day, Thanksgiving, the day after Thanksgiving, and Christmas. These premium pay days shall be those days recognized to be the holiday of the same name by New York State. On these premium pay days, full-time employees who actually work pursuant to NOTB scheduling shall be compensated at a rate equal to one and one-half (1.5) times their normal hourly rate for those hours that they actually work on that day; and, at their election, such full-time employees may also be paid for leave time surrendered. Leave time surrendered by a full-time employee working on a premium pay day shall not exceed the number of hours worked on such day; and, the said leave time surrendered shall not be taken into account in figuring overtime for the pay period in which the premium pay day falls. Employees assigned to the NOTB Executive Offices (other than Communications Aides) must utilize leave time on all premium pay days except Martin Luther King Day, Election Day and the day

after Thanksgiving. If the NOTB Executive Offices are closed on Martin Luther King Day, Election Day or the day after Thanksgiving, employees assigned to the Executive Offices (other than Communications Aides) will be paid for eight (8) hours that day at their regular hourly rate of pay and will not be required to utilize leave time.

(b) Part-time employees other than part-time Shift Managers: Part-time employees other than part-time Shift Managers shall receive premium pay for working on the following days during the term of this agreement: On New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas, part-time employees who actually work pursuant to NOTB scheduling shall be compensated at a rate equal to double (2x) their hourly rate for those hours that they actually work on that day. On Martin Luther King Day and Election Day, part-time employees who actually work pursuant to NOTB scheduling shall be compensated at a rate equal to one and one-half times (1.5x) their hourly rate for those hours that they actually work on that day. These premium pay days shall be those days recognized to be the holiday of the same name by New York State.

(c) The right of any part-time or full-time employee to receive the premium pay benefit is dependent on the successful completion of six (6) months with NOTB subsequent to completion of training, provided, however, upon completion of said six (6) month period, premium pay benefits shall be retroactive to the initial date (after completion of training) of employment with NOTB.

ARTICLE IX - Section 2.

SUNDAY COMPENSATION:

(a) Full-time employees: Full-time employees shall be compensated for each hour actually worked on a Sunday at a rate equal to one and one-half (1-1/2) times their normal rate of pay. A full-time employee with an unauthorized absence from work shall not be eligible for this premium pay for work on the Sunday in the work week in which the unauthorized absence occurs; that full-time employee shall be compensated for any work done on Sunday in that work week at that individual's normal rate of pay. It is further agreed that hours worked on a Sunday shall not constitute hours actually worked in regard to over-time.

(b) Part-time employees: Part-time employees who have been scheduled to work on Sundays shall perform such work as part of their normal work week; however, such hours actually worked on Sunday shall be compensated at a rate of one and one-half (1-1/2) times their regular rate of pay.

ARTICLE IX - Section 3.

NIGHT DIFFERENTIAL: Employees who have been scheduled to work between the hours of 8:00 p.m. and 6:00 a.m. shall be compensated for each hour actually worked between 8:00 p.m. and 6:00 a.m. at a rate equal to 1.10 of their normal rate of pay. Notwithstanding anything else contained herein, no employee shall be eligible for night differential during hours for which he is receiving overtime, or if he has a "night" job title.

ARTICLE X - Section 1.

SALARY INCREASES, STARTING SALARIES, AND EQUALIZATION FOR FULL-TIME EMPLOYEES:

(a) All full-time employees shall receive a salary increase of Four Percent (4%) effective January 1, 2000, Four Percent (4%) effective January 1, 2001, and Four Percent (4%) effective January 1, 2002. Such increases shall be applied to the top equalized salary for each title.

(b) The previous equalization salary schedules of full-time employees hired prior to January 1, 2000, and who have not yet reached full fifth-year equalization shall continue on their respective equalization steps (shown in Schedules IA, IB and IC). In addition, the following categories for existing employees hired prior to January 1, 2000, shall receive the following three equalization adjustments effective January 1, 2000, January 1, 2001 and January 1, 2002: Customer Service (\$1,377.33); Courier (\$475.23); and Branch Attendant (\$595.92).

SCHEDULE IA
FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2000
STARTING SALARIES AND EQUALIZATION AFTER FIVE YEARS

TITLE:	STARTING SALARY	AFTER ONE YEAR STEP 1	AFTER TWO YEARS STEP 2	AFTER THREE YEARS STEP 3	AFTER FOUR YEARS STEP 4	AFTER FIVE YEARS STEP 5	TOTAL SALARY AFTER EQUALIZA TION
ACCOUNTANT	29,533.92	1,492.67	1,492.67	1,492.67	1,492.67	1,492.67	36,997.27
ASSISTANT MANAGER	51,782.78						51,782.78
ASS'T MGR DATA COMM.	51,782.78						51,782.78
BRANCH ATTENDANT	23,866.01	1,214.13	1,214.13	1,214.13	1,214.13	1,214.12	29,936.65
BRANCH MANAGER I	56,225.57						56,225.57
CLAIMS CLERK	25,388.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	32,700.00
CLERK TYPIST	22,770.09	1,314.13	1,314.13	1,314.13	1,314.13	1,314.12	29,340.73
CLERK STENO	26,283.92	2,142.67	2,142.67	2,142.67	2,142.67	2,142.67	36,997.27
COMMUNICATIONS AIDE	33,749.44	37,749.44 after training		49,760.66 eighteen months after completion of training			49,760.66
COMM. CO- ORDINATOR	33,608.55	37,608.55 after training		48,119.77 eighteen months after completion of training			48,119.77
COURIER	26,759.15	2,142.67	2,142.67	2,142.67	2,142.67	2,142.67	37,472.50
CUSTOMER SERVICE	26,766.03	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	34,077.33
EXAMINER	25,388.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	32,700.00
LEAD MAINTENANCE	41,254.78	2,105.60	2,105.60	2,105.60	2,105.60	2,105.60	51,782.78
MAINTENANCE	29,533.92	1,492.67	1,492.67	1,492.67	1,492.67	1,492.67	36,997.27
MAINTENANCE CARPENTER	40,254.78	2,305.60	2,305.60	2,305.60	2,305.60	2,305.60	51,782.78
MESSENGER	23,270.09	1,214.13	1,214.13	1,214.13	1,214.13	1,214.12	29,340.73
OPERATIONS AIDE	33,081.84	37,081.84 after training		50,339.86 eighteen months after completion of training			50,339.86
PAYROLL CLERK	25,388.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	32,700.00
RECEPTIONIST	22,770.09	1,314.13	1,314.13	1,314.13	1,314.13	1,314.12	29,340.73
REVENUE ANALYST	25,388.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	32,700.00
SENIOR ACCOUNTANT	39,250.60	3,411.93	3,411.93	3,411.93	3,411.92	3,411.92	56,310.23
SENIOR PAYROLL CLERK	38,014.37	1,102.72	1,102.72	1,102.72	1,102.72	1,102.72	43,527.97
SHIFT MANAGER	33,749.44	37,749.44 after training		49,760.66 eighteen months after completion of training			49,760.66
STOREKEEPER MESSENGER	27,284.28	1,942.60	1,942.60	1,942.60	1,942.60	1,942.59	36,997.27

SCHEDULE IB
FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2001
STARTING SALARIES AND EQUALIZATION AFTER FIVE YEARS

TITLE:	STARTING SALARY	AFTER ONE YEAR STEP 1	AFTER TWO YEARS STEP 2	AFTER THREE YEARS STEP 3	AFTER FOUR YEARS STEP 4	AFTER FIVE YEARS STEP 5	TOTAL SALARY AFTER EQUALIZA TION
ACCOUNTANT	31,013.81	1,492.67	1,492.67	1,492.67	1,492.67	1,492.67	38,477.16
ASSISTANT MANAGER	53,854.09						53,854.09
ASS'T MGR DATA COMM.	53,854.09						53,854.09
BRANCH ATTENDANT	25,659.40	1,214.13	1,214.13	1,214.13	1,214.13	1,214.12	31,730.04
BRANCH MANAGER I	58,474.59						58,474.59
CLAIMS CLERK	26,696.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	34,008.00
CLERK TYPIST	23,943.72	1,314.13	1,314.13	1,314.13	1,314.13	1,314.12	30,514.36
CLERK STENO	27,763.81	2,142.67	2,142.67	2,142.67	2,142.67	2,142.67	38,477.16
COMMUNICATIONS AIDE	35,820.75	39,820.75 after training		51,831.97 eighteen months after completion of training			51,831.97
COMM. CO- ORDINATOR	35,533.34	39,533.34 after training		50,044.56 eighteen months after completion of training			50,044.56
COURIER	28,733.28	2,142.67	2,142.67	2,142.67	2,142.67	2,142.67	39,446.63
CUSTOMER SERVICE	29,506.45	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	36,817.75
EXAMINER	26,696.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	34,008.00
LEAD MAINTENANCE	43,326.09	2,105.60	2,105.60	2,105.60	2,105.60	2,105.60	53,854.09
MAINTENANCE	31,013.81	1,492.67	1,492.67	1,492.67	1,492.67	1,492.67	38,477.16
MAINTENANCE CARPENTER	42,326.09	2,305.60	2,305.60	2,305.60	2,305.60	2,305.60	53,854.09
MESSENGER	24,443.72	1,214.13	1,214.13	1,214.13	1,214.13	1,214.12	30,514.36
OPERATIONS AIDE	35,153.15	39,153.15 after training		52,411.17 eighteen months after completion of training			52,411.17
PAYROLL CLERK	26,696.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	34,008.00
RECEPTIONIST	23,943.72	1,314.13	1,314.13	1,314.13	1,314.13	1,314.12	30,514.36
REVENUE ANALYST	26,696.70	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	34,008.00
SENIOR ACCOUNTANT	41,503.01	3,411.93	3,411.93	3,411.93	3,411.92	3,411.92	58,562.64
SENIOR PAYROLL CLERK	39,755.49	1,102.72	1,102.72	1,102.72	1,102.72	1,102.72	45,269.09
SHIFT MANAGER	35,820.75	39,820.75 after training		51,831.97 eighteen months after completion of training			51,831.97
STOREKEEPER MESSENGER	28,764.17	1,942.60	1,942.60	1,942.60	1,942.60	1,942.59	38,477.16

SCHEDULE IC
FULL-TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2002
STARTING SALARIES AND EQUALIZATION AFTER FIVE YEARS

TITLE:	STARTING SALARY	AFTER ONE YEAR STEP 1	AFTER TWO YEARS STEP 2	AFTER THREE YEARS STEP 3	AFTER FOUR YEARS STEP 4	AFTER FIVE YEARS STEP 5	TOTAL SALARY AFTER EQUALIZA TION
ACCOUNTANT	32,552.90	1,492.67	1,492.67	1,492.67	1,492.67	1,492.67	40,016.25
ASSISTANT MANAGER	56,008.25						56,008.25
ASS'T MGR DATA COMM.	56,008.25						56,008.25
BRANCH ATTENDANT	27,524.52	1,214.13	1,214.13	1,214.13	1,214.13	1,214.12	33,595.16
BRANCH MANAGER I	60,813.58						60,813.58
CLAIMS CLERK	28,057.02	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	35,368.32
CLERK TYPIST	25,164.29	1,314.13	1,314.13	1,314.13	1,314.13	1,314.12	31,734.93
CLERK STENO	29,302.90	2,142.67	2,142.67	2,142.67	2,142.67	2,142.67	40,016.25
COMMUNICATIONS AIDE	37,974.91	41,974.91 after training		53,986.13 eighteen months after completion of training			53,986.13
COMM. CO- ORDINATOR	37,535.12	41,535.12 after training		52,046.34 eighteen months after completion of training			52,046.34
COURIER	30,786.38	2,142.67	2,142.67	2,142.67	2,142.67	2,142.67	41,499.73
CUSTOMER SERVICE	32,356.49	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	39,667.79
EXAMINER	28,057.02	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	35,368.32
LEAD MAINTENANCE	45,480.25	2,105.60	2,105.60	2,105.60	2,105.60	2,105.60	56,008.25
MAINTENANCE	32,552.90	1,492.67	1,492.67	1,492.67	1,492.67	1,492.67	40,016.25
MAINTENANCE CARPENTER	44,480.25	2,305.60	2,305.60	2,305.60	2,305.60	2,305.60	56,008.25
MESSENGER	25,664.29	1,214.13	1,214.13	1,214.13	1,214.13	1,214.12	31,734.93
OPERATIONS AIDE	37,307.31	41,307.31 after training		54,565.33 eighteen months after completion of training			54,565.33
PAYROLL CLERK	28,057.02	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	35,368.32
RECEPTIONIST	25,164.29	1,314.13	1,314.13	1,314.13	1,314.13	1,314.12	31,734.93
REVENUE ANALYST	28,057.02	1,462.26	1,462.26	1,462.26	1,462.26	1,462.26	35,368.32
SENIOR ACCOUNTANT	43,845.51	3,411.93	3,411.93	3,411.93	3,411.92	3,411.92	60,905.14
SENIOR PAYROLL CLERK	41,566.25	1,102.72	1,102.72	1,102.72	1,102.72	1,102.72	47,079.85
SHIFT MANAGER	37,974.91	41,974.91 after training		53,986.13 eighteen months after completion of training			53,986.13
STOREKEEPER MESSENGER	30,303.26	1,942.60	1,942.60	1,942.60	1,942.60	1,942.59	40,016.25

(c) All salary increases contained in Schedule IA are retroactive to January 1, 2000.

(d) An equalization adjustment for length of service shall be implemented for future promotions in the following manner. Employees who have completed three years of full-time service or six years of part-time service or a combination thereof shall begin at the rate payable after two years (Step 2) in Schedules IA, IB and IC.

(e) Any employee rehired after an absence of 3 years or more shall receive the starting salary.

(f) Merit increases for any employee may be given at any time for exceptional service at the sole discretion of NOTB.

ARTICLE X - Section 2.

SALARY INCREASES FOR PART-TIME EMPLOYEES:

(a) Shift Managers:

1. Part-time Shift Managers shall be paid at an hourly rate determined by dividing the annual salary of a full-time Shift Manager by 2080; provided, however, that in no event shall a part-time Shift Manager with prior service with NOTB as a Cashier be paid less than a Cashier with equivalent service.

2. A maximum of fourteen (14) part-time Shift Managers may be employed by NOTB at any one time.

(b) Communications Aides: Part-time Communications Aides shall be paid at an hourly rate determined by dividing the annual salary of a full-time Communications Aide by 2080.

(c) Cashiers, Custodians, Attendants and Night Drivers: Salary increases appear in Schedules IIA, IIB and IIC.

SCHEDULE IIA
PART-TIME CASHIERS, CUSTODIANS, ATTENDANTS, AND NIGHT DRIVERS
01/01/00 -- 12/31/00

Title	Year	Less than 6 months actual service with NOTB following training.	6 - 12 months actual service with NOTB following training.	1 - 2 years actual service with NOTB following training.	2 - 3 years actual service with NOTB following training.	More than 3 years actual service with NOTB following training.
	Jan 1, 2000 4%					
Cashier		8.87	10.69	14.13	14.96	16.84
Custodian		7.87	9.86	12.27	13.15	13.90
Attendant		8.06	10.13	12.63	13.47	14.393
Night Driver		8.44	10.73	13.29	14.13	15.65

SCHEDULE IIB
PART-TIME CASHIERS, CUSTODIANS, ATTENDANTS, AND NIGHT DRIVERS
01/01/01 -- 12/31/01

Title	Year	Less than 6 months actual service with NOTB following training.	6 - 12 months actual service with NOTB following training.	1 - 2 years actual service with NOTB following training.	2 - 3 years actual service with NOTB following training.	More than 3 years actual service with NOTB following training.
	Jan 1, 2001 4%					
Cashier		9.22	11.12	14.70	15.56	17.51
Custodian		8.18	10.25	12.76	13.68	14.46
Attendant		8.38	10.54	13.14	14.01	15.255
Night Driver		8.78	11.16	13.82	14.70	16.28

SCHEDULE IIC
PART-TIME CASHIERS, CUSTODIANS, ATTENDANTS AND NIGHT DRIVERS
01/01/02 -- 12/31/02

Title	Year	Less than 6 months actual service with NOTB following training.	6 - 12 months actual service with NOTB following training.	1 - 2 years actual service with NOTB following training.	2 - 3 years actual service with NOTB following training.	More than 3 years actual service with NOTB following training.
	Jan 1, 2002 4%					
Cashier		9.59	11.56	15.29	16.18	18.21
Custodian		8.51	10.66	13.27	14.23	15.04
Attendant		8.72	10.96	13.67	14.57	16.152
Night Driver		9.13	11.61	14.37	15.29	16.93

(d) The Head Custodian will be paid \$15.90 per hour effective January 1, 2000, \$16.54 effective January 1, 2001, and \$17.20 effective January 1, 2002.

(e) Parking Attendant: The starting salary of part-time Parking Attendant will be paid at an hourly rate determined by dividing the annual starting salary of a full-time Messenger by 2080. A part-time Parking Attendant will receive the annual equalization increases shown for a full-time Messenger in Schedules 1A, 1B and 1C, with the hourly rate to be determined by dividing such increase by 2080.

(f) Any employee rehired after an absence of 3 years or more shall receive the starting salary.

(g) Merit increases for any employees may be given at any time for exceptional service at the sole discretion of NOTB.

ARTICLE X - Section 3.

OVERTIME:

(a) Overtime must be prior approved in writing by a department head or his designated representative. All employees shall receive compensation at the rate of time and a half of their regular hourly rate for any hours actually worked over and above forty (40) hours of time actually worked during a one week period.

(b) Notwithstanding anything else contained herein, properly authorized sick, annual, bereavement, and jury duty time shall constitute time actually worked for the purposes of computing overtime. Further, if a full-time employee is scheduled not to work on a premium pay day that he would otherwise be generally scheduled to work on, any leave time utilized for that by the full-time employee to enable him to receive a full paycheck will constitute hours actually worked for the purposes of computing overtime.

ARTICLE XI - Section 1.

RETIREMENT PLAN: NOTB agrees to elect the retirement benefits program under the plan designated by the New York State Retirement System as Section 75-i, for full-time employees. In the event the Legislature of the State of New York fails to extend 75-i, then in such event NOTB shall elect the most similar plan available to full-time employees under the Retirement and Social Security Law of the State of New York.

ARTICLE XI - Section 2.

DEATH BENEFIT: Employees shall be eligible for such death benefits as are payable through participation in the New York State Employees Retirement System.

ARTICLE XII - Section 1.

MEDICAL INSURANCE:

(a) NOTB shall afford its full-time employees the opportunity to participate in one (1) of two (2) health plans, namely, Blue Cross with either (i) New York State Empire Plan or (ii) HMO (Health Maintenance Organizations). Full-time employees shall pay fifty percent (50%) of the premiums for said health plans for the first year of actually completed service in full pay status in full-time positions with NOTB and thereafter NOTB shall pay 100% of said premiums; provided, however, that in the case of a full-time employee who participated in an NOTB health plan as a part-time NOTB employee for at least two consecutive years immediately prior to becoming a full-time NOTB employee, NOTB shall pay 100% of the said premiums commencing as of the date such employee becomes a full-time employee. Other comparable plans may be substituted for the above, if mutually agreed to in writing by both NOTB and the Union.

(b) NOTB shall afford the above described health plans to those of its full-time employees who are actually in retirement provided the following criteria are met:

1. In the case of employees who were hired on or before December 31, 1985, the employee had at least five (5) years service with NOTB.

2. In the case of employees who were hired subsequent to December 31, 1985, the employee had at least ten (10) years service with NOTB.

3. Such employee is actually receiving retirement benefits pursuant to the New York State Employees Retirement System. Notwithstanding anything else herein, NOTB shall not provide such health plans on behalf of a retired full-time employee if such full-time employee is covered by virtue of other employment, State, Legislative or otherwise. To receive such coverage, the retired full-time employee must fully attest on a yearly basis that such full-time employee is not receiving such coverage elsewhere. A full-time employee shall fill out such papers as NOTB or the State of New York or its subdivisions may require.

(c) Part-time employees of NOTB shall be afforded participation in the above described health plans pursuant to the Rules and Regulations of the State Civil Service Commission, provided the part-time employee pays fifty (50%) per cent of the cost of the plan if he takes an individual membership and sixty-five (65%) per cent of the cost of the plan if he takes a family membership.

(d) Part-time employees who retire with at least fifteen years of part time service will be eligible to participate in the HIP medical insurance program so long as the entire premium is paid for by the retiree. Prior full-time service with NOTB shall be taken into account (e.g. one year full-time service shall be the equivalent of two years part-time service. NOTB will absorb any administrative costs).

(e) Part-time employees of NOTB who retire on or after January 1, 2000 shall be afforded individual health insurance coverage in the Empire Plan provided each such retiree pays fifty (50%) per cent of the cost of such coverage, and further provided the following criteria are met:

1. The retiree must be at least 62 years of age.
2. The retiree must have participated in the Empire Plan during the last two years of his employment preceding his retirement date.
3. The retiree must have 20 years of employment in full pay status with NOTB at the date of his retirement.

No such coverage shall be available to any retiree who is covered by the Empire Plan through a family member.

(f) NOTB will continue to maintain a premium conversion plan which will permit those employees who pay health insurance premiums to reduce their gross income by the amount of their premium payments.

ARTICLE XII - Section 2.

DENTAL INSURANCE: NOTB shall provide a dental insurance plan for its full-time employees. Such full-time employees shall become eligible for such benefit after successful completion of six (6) months actual service in full pay status with NOTB. NOTB shall pay 100% of the premiums for such dental insurance plan. NOTB employees who had at least 15 years of full-time service with NOTB and who retire on or after January 1, 1994 may participate in the NOTB dental plan as individuals provided they pay one-quarter of the premium in advance. NOTB employees who had at least 15 years of full-time service with NOTB and who retire on or after January 1, 2000 shall receive dental insurance with the premiums fully paid by NOTB. The spouses or dependants of such retired employees shall not be eligible for participation. Prior part time service shall be taken into account in determining eligibility (e.g. 2 years part time service shall be the equivalent to one year of full-time service).

ARTICLE XII - Section 3.

OPTICAL PLAN: From January 1, 1999 through December 31, 2000, and each two years thereafter, there will be an allowance of \$275 for each qualified full-time employee, his spouse, and all dependent children of such qualified full-time employee under the age of 21 for any of the following: eye examination, eyeglass frames and lenses (including contact lenses). The same allowances during the same period(s) will apply to each qualified part-time employee (but not to the spouse or dependent child of a part-time employee). Employees will become qualified for such benefit after successful completion of six (6) months actual service in full pay status with NOTB.

ARTICLE XII - Section 4.

SOCIAL SECURITY: NOTB shall make available to all employees, participation in the Social Security System.

ARTICLE XII - Section 5.

DISABILITY INSURANCE: NOTB shall make available to both part-time employees and full-time employees benefits of disability insurance.

ARTICLE XII - Section 6.

WORKERS' COMPENSATION: NOTB shall make available to all employees the benefits of Workers' Compensation.

ARTICLE XII - Section 7.

DEFERRED COMPENSATION PLAN: NOTB shall enable all employees who are otherwise eligible to participate in the Deferred Compensation Plan for employees of New York State and other Participating Public Jurisdictions (the "Plan"), which Plan has been established in accordance with Section 457 of the Internal Revenue Code and Section 5 of the State Finance Law of New York State. Participation by employees not yet enrolled in the Plan may commence as soon as the Administrative Service Agency (The Copeland Companies) is able to process participation authorizations.

ARTICLE XIII - Section 1.

JOB SECURITY LAY-OFFS: In the event of economic layoffs (but not in any other event) which become necessary in the sole judgment of NOTB, employees with the most seniority within a job title shall be the last employees to be laid off within that job title. Seniority within a job title shall be based upon the number of months the employee has actually worked in full pay status in the

job title. Moreover, if an individual who has been laid off for economic reasons had been promoted by NOTB from another job classification prior to the position from which he is now being laid off, then that employee shall have bumping rights within that previously held job title i.e., the power to obtain the job he held previously based upon his accumulated seniority. An individual's accumulated seniority shall be based upon the sum of the number of months the employee actually worked in full pay status in the previously held lower job title to which he is now seeking reinstatement plus the number of months he has actually worked in full pay status in other higher positions with NOTB subsequent to his promotion from said job title. The exercising of bumping rights shall be at the sole discretion of the employee who has been laid off and previously worked in another job title and once exercised, the job change shall take place as soon as is practicable. Bumping rights will be forever lost if not exercised within seventy-two (72) hours of receipt of notice that the employee has been laid off. In the event of a branch closing, the manager or managers assigned to that branch will be offered any available assignments. If none exist each manager may bump the least senior manager in his title. For purposes of this section, the titles are Branch Manager, Assistant Manager and Shift Manager. Before hiring any new full-time or part-time employees within a job title subsequent to economic layoffs, the availability of work must be given to all employees who have been previously laid off within that job title pursuant to this section, in the order of priority based upon the aforesaid seniority. This is to be accomplished by the sending of a written notice to the employee's last known address filed with NOTB by registered or certified mail, return receipt requested, directing such employees to return to work at a time and date and place specified, which date shall not be less than nine (9) calendar days from the mailing of such notice. If compliance with this notice is not forthcoming, NOTB shall have no further obligation.

ARTICLE XIII - Section 2.

NOTICE OF LAY-OFF: Except in an emergency employees shall receive a ten (10) day notice in writing of any planned reduction in staff for economic purposes.

ARTICLE XIII - Section 3.

LAY-OFF BENEFITS: In the event of a lay-off, NOTB shall grant laid off employees full rights to their accumulated leave credits as specified within this agreement.

ARTICLE XIII - Section 4.

ABILITY, ADAPTABILITY, SENIORITY:

(a) Unless another section of this agreement specifically applies to a given situation, ability, adaptability and seniority based upon number of months of actual service in full-pay status within the job title shall prevail insofar as practicable and consistent with the needs of the department, including (i) promotions in labor and non-competitive jobs; (ii) job assignments; (iii) transfers within a department regarding proximity to job; (iv) vacancies in agencies with branches. Seniority based upon number of months of actual service in a full-pay status within the job title shall prevail in the choice of vacations whenever practicable and consistent with the needs of the department. Paragraphs (a) and (b) of this section shall not be construed as superseding or amending the rules, regulations or determinations of NOTB.

(b) Individual employees who are receiving Workers' Compensation for a period up to one year from the time eligibility for such benefits commenced, shall not be deemed to lose any time served for the lay-off provisions of this article.

(c) For purposes of promotions, seniority shall be based upon an employee's date of hire. However, in the case of promotions to positions within the following job classifications, seniority shall be based upon the number of months of actual service in full pay status within the job classification. The job classifications (and the job titles therein) are as follows:

1. Tech Control (including Assistant Data Communications Manager, Communications Coordinator and Communications Aide).
2. Maintenance (including Lead Maintenance, Maintenance Carpenter and Maintenance).
3. Payroll (including Senior Payroll Clerk and Payroll Clerk).
4. Accountants (including Accountant and Senior Accountant).
5. Custodians (including Head Custodian and Custodian).
6. Attendants (both full-time and part-time).

In the case of promotions to Branch Manager seniority shall be based upon the number of months of actual service in full-pay status within the job title of Assistant Manager. In the case of promotions to Assistant Manager, seniority shall be based upon the number of months of actual service in full-pay status within the job title of Shift Manager (full-time). In the case of promotions to full-time Shift Manager, seniority shall be based upon the number of months of actual service in full-pay status as a part-time Shift Manager; provided, however, that in the case of such promotions to full-time Shift Manager, prior service as a full-time Shift Manager shall also be credited for purposes of seniority.

ARTICLE XIII - Section 5

LOSS OF SENIORITY: All seniority of an employee shall be forever lost in the event of:

(a) Voluntary resignation;

(b) Termination for cause of unsatisfactory service;

(c) Failure to answer a notice of recall and return after lay off within nine (9) calendar days after notification of such recall;

(d) Absence for five (5) consecutive working days without notifying NOTB, except where, because of circumstances totally beyond his control, the employee was unable to give such notice.

ARTICLE XIII - Section 6.

SCOPE OF ARTICLE: The provisions of this Article shall not be deemed to effect the managerial rights of NOTB such as the right to hire, fire, schedule and discipline its employees for the purposes and goals of the corporation.

ARTICLE XIV - Section 1.

UNION BUSINESS: NOTB hereby grants to the designee(s) of the Union up to forty (40) hours per week time off, which shall include travel time, without loss of pay or accumulated leave credits, to carry out their responsibilities to the appropriate employees as regards matters relating to salaries, terms and conditions of employment, solicitation of new membership and for any and all business relative to employer-employee relations; provided, however that no full-time Union designee may take more than two (2) of his regularly scheduled shifts off in a single week, and that no part-time Union designee may take more than three (3) of his regularly scheduled shifts off in a single week; and further provided that such time off shall be limited to business pertaining to NOTB and its employees, except as hereinafter stated. This time may not be accumulated and if not used within the week is lost forever. Permission shall be granted by the appropriate supervisor or department head to officers of the Union for such activities. The foregoing shall be implemented as follows:

(a) The aforesaid designees of the Union may use their time off to attend conferences, delegate meetings, workshops, and other functions of the local chapter or unit or regional functions of the International Brotherhood of Teamsters. When appropriate, employees shall be allowed reasonable travel time to and from the location of the meeting.

(b) The Union shall submit the names and hours of such individuals desiring to take time off pursuant to this Section.

ARTICLE XIV - Section 2.

BULLETIN BOARDS: NOTB shall make existing bulletin boards available at all appropriate work locations and/or places of assembly; such bulletin boards shall be for the use of the Union for the posting of Union bulletins.

ARTICLE XIV - Section 3.

LABOR MANAGEMENT MEETINGS: NOTB and the Union, having recognized that cooperation between management and the employees is indispensable to the accomplishment of sound and productive labor relations shall schedule regular meetings to induce maximum communication between them. A Labor-Management meeting shall be scheduled at the request of either party. Meetings shall be scheduled for 10:00 a.m. at NOTB's executive offices on a date mutually agreed to by NOTB and the Union. The Union shall designate a minimum of three members and a maximum of five to attend these meetings. Management shall be represented by those management representatives so designated by the president of NOTB. Both parties shall endeavor to advise the other party of the subject matter they intend to discuss at least one week in advance of the scheduled meetings.

ARTICLE XIV - Section 4.

HEALTH AND SAFETY COMMITTEES: NOTB shall, by designation of the president of the corporation, appoint a management health and safety committee. The Union shall also designate members to a union health and safety committee. The committees shall, upon reasonable notice by either NOTB or the Union, meet to consider issues relating to the health or safety of the employees. Each party shall endeavor to advise the other party of the subject matter it intends to discuss at least one week in advance of any scheduled meeting.

ARTICLE XIV - Section 5.

SIMULCAST SCHEDULING: NOTB and the Union agree to meet to resolve any scheduling problems caused by simulcasting. Such meetings may be on an informal basis; but, shall be held upon reasonable notice. The party giving such notice shall endeavor to advise the other party of the subject matter it intends to discuss at least one week in advance of any scheduled meeting. Should the parties be unable to resolve the issues, the matter will be subject to binding arbitration.

ARTICLE XV

GRIEVANCE PROCEDURE:

(a) **DEFINITION AND STEPS:** In order to further the harmonious and cooperative relationship between NOTB and its employees, it is agreed to provide for the settlement of grievances in the manner set forth herein. A grievance is a dispute concerning the interpretation, application, or alleged violation of a specific term or provision of this Agreement, which is presented for resolution not more than 14 days after the first occurrence or cause for such grievance. Any grievance arising between NOTB and the Union or an employee represented by the Union, including disciplinary action (or discharge) taken against an employee, shall be settled in the following manner:

Step I: In the first instance, the employee and/or the Shop Steward shall discuss the grievance with the supervisor involved. Every effort should be made by both parties to settle the issue.

Step II: If a satisfactory settlement is not effected with the employee's immediate supervisor, the employee may present the grievance to his department head or the department head's authorized representative at a "Grievance Day" to be held on the first Tuesday of each month at the NOTB Corporate Headquarters, 220 Fulton Avenue, Hempstead, New York. Every effort shall be made by both parties to settle the issue. If a settlement is reached, it shall be final and binding. The department head must make a disposition of the matter within 21 days.

Step III: If no satisfactory settlement can be agreed upon at Step II, either NOTB or the Union may, within 28 days of the Step II disposition request arbitration of the grievance. The parties shall thereafter, within 28 days of the request for arbitration, select a mutually agreeable and impartial arbitrator. In the event they are unable to agree upon an arbitrator, they shall jointly request that either the American Arbitration Association ("A.A.A.") or the Public Employment Relations Board of the State of New York ("P.E.R.B.") furnish them its list of arbitrators. The parties shall alternate between the A.A.A. and P.E.R.B. in making such requests, and shall not use either an A.A.A. list or a P.E.R.B. list for two consecutive arbitrations absent mutual consent. The parties shall select an arbitrator in accordance with the procedures set forth by A.A.A. or P.E.R.B., as the case may be. All hearings shall be conducted at the NOTB Corporate Headquarters, 220 Fulton Avenue, Hempstead, New York. NOTB and the Union shall equally divide all costs of the hearing whether or not the matter is withdrawn. Hearings shall be conducted on a private and confidential basis. The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall be the sole judge as to the relevancy and materiality of the evidence offered and conformity to legal rules of evidence

shall not be necessary. All evidence shall be taken in the presence of all of the parties except where any of the parties is absent, in default or has waived his right to be present. All witnesses whose testimony shall be introduced as evidence at the hearing shall be made available for cross examination by the other party. The expense of witnesses shall be paid by the party requiring such persons; provided, however, that NOTB will pay the lost wages of witnesses who are NOTB employees. When cases submitted to arbitration are thereafter settled by agreement between the parties either prior to or after the arbitration hearing, the arbitrator shall be so notified immediately by the party that filed for the hearing. The arbitrator shall thereupon treat the case as closed, and shall have no obligation to render a decision or further process the grievance. Copies of all written communications sent by a party to the arbitrator in connection with arbitration cases shall immediately be made available to the other party. There shall be no direct or indirect oral communication by a party with the arbitrator in connection with arbitration cases unless the other party, with his representative, is present. All decisions of the arbitrator shall be final and binding upon the grievant, the Union and NOTB and their representatives, successors, and assigns. It is understood and agreed that by submitting to this arbitration procedure the grievant, the Union and NOTB and their representatives, successors, and assigns waive any further grievance procedures, appeals or legal actions of any form based in whole or in part upon the grievance and/or the incidents upon which the grievance is in whole or in part based except for the appeal of the Arbitration Award pursuant to Section 7511 of the Civil Practice Law and Rules of the State of New York.

(b) **BASIC STANDARDS AND PRINCIPLES:** Employees shall have the right to have the Shop Steward or a representative of the Union present during the discussion of any grievance with a representative of NOTB. Pertinent work records shall be made available during the discussion of grievances. The procedure set forth herein may be invoked only by the authorized representatives of NOTB or the Union.

ARTICLE XVI

OBLIGATIONS TO COLLECTIVELY NEGOTIATE: NOTB and the Union for the life of this agreement, each voluntarily and unqualifiedly agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This agreement shall not be construed to apply to negotiations for future collectively negotiated agreements between the parties.

ARTICLE XVII

SUCCESSORS: This collective bargaining agreement shall be binding upon the parties hereto, their successors and assigns. In the event NOTB is sold, transferred or taken over by sale, transfer or assignment, the party to whom NOTB is sold, transferred or assigned ("the successor") shall assume NOTB's obligations under this collective bargaining agreement and shall be subject to the terms of this collective bargaining agreement. NOTB will represent to any successor that the Union is the duly constituted bargaining representative of its employees, and that it has been the duly constituted bargaining representative of its employees since 1985.

In the event NOTB is a signatory to any agreement involving the sale, transfer, takeover or assignment of all or part of its off-track betting operations, assets and properties, to wit, its business, NOTB will provide in such agreement that its successor shall assume NOTB's obligations under this collective bargaining agreement, and shall take NOTB subject to the terms of this collective bargaining agreement. NOTB will, at least twenty (20) days prior to any sale, conveyance, transfer, takeover or assignment, notify the Union of such transaction in writing, by certified mail sent to the Secretary-Treasurer of the Union, and provide copies of the agreement it has signed, if any, which requires its successor to assume NOTB's obligations under this collective bargaining agreement.

This clause shall survive the expiration of the collective bargaining agreement and in any action or proceeding concerning the breach or enforcement of this provision, the officers and employees of NOTB will not be held personally liable.

ARTICLE XVIII - Section 1.

LEGISLATIVE ACTION: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate body has given approval.

ARTICLE XVIII - Section 2.

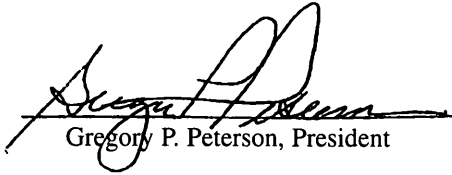
SAVINGS CLAUSE: If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the agreement or parts of any article or any addition thereto shall not be affected.

ARTICLE XVIII - Section 3.

DURATION: Unless otherwise provided herein, all provisions of this agreement are effective retroactive to January 1, 2000. This agreement shall continue in full force and effect through December 31, 2002.

In Witness whereof the parties hereto have executed this agreement on the 22nd day of August, 2000.

NASSAU REGIONAL OFF-TRACK
BETTING CORPORATION



Gregory P. Peterson, President

TEAMSTER LOCAL UNION
No. 858



Barbara Reda, President